



# City of Loma Linda Official Report

Robert Christman, Mayor  
Stan Brauer, Mayor pro tempore  
Floyd Petersen, Councilmember  
Rhodes Rigsby, Councilmember  
Robert Ziprick, Councilmember

COUNCIL AGENDA: September 26, 2006  
TO: City Council  
VIA: Dennis R. Halloway, City Manager  
FROM: Michael Norris, Fire Chief  
SUBJECT: Wildland Fire Protection Agreement with the State of California

## RECOMMENDATION

It is recommended that the City Council enter into a contract with the California Department of Forestry and Fire Protection to provide for initial attack wildland fire suppression resources for the City of Loma Linda, particularly in the South Hills area of the city.

## BACKGROUND

The South Hills area of Loma Linda encompasses approximately 1582 acres of unoccupied wildland area that abuts homes in several areas. The area has a fire history consisting of several fires in the past that have consumed a few thousand acres at a time.

The Loma Linda fire department has limited staffing and resources available for wildland fire suppression. The department can only supply six (6) suppression personnel and one (1) chief officer, staffing a single brush truck and water tender. It is a well known fact that wildland fires can grow rapidly and catastrophically given the nature of the fuels, topography and weather in Southern California.

## ANALYSIS

The contract with the State of California Department of Forestry and Fire Protection (Cal Fire) will provide a significant amount of various types of resources in a rapid fashion in which to provide initial attack on a wildland fire. These resources consist of engines, hand crews, bulldozers, aircraft (both rotary and fixed-winged), and a chief officer. Normally, the crews, dozers, and aircraft are obtained on a "for hire" basis only associated with tremendous costs. This contract covers many of these costs during an initial attack fire. Fires moving past initial attack or those requiring further augmentation of resources will be approached through a cost-apportionment basis and hopefully through master mutual aid processes.

## ENVIRONMENTAL

Extensive wildland fires can have a tremendous impact on natural resources including loss of natural vegetation, flooding impacts, and a detriment to wildlife. Providing this contract will assist in the reduction of environmental impacts to the South Hills.

### FINANCIAL IMPACT

Costs for the Fiscal Year 06/07 is \$13.22 per acre. The total cost is \$22,817.21 including an administrative fee of 9.1%. This cost is far less than the cost that would be incurred on an initial attack fire (lasting less than 24 hours) without the contract.

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

**3800 N Sierra Way  
San Bernardino, CA 92405  
(909) 881-6900  
Tom O'Keefe, Unit Chief**



To: Michael Norris, Fire Chief  
City of Loma Linda  
25541 Barton Road  
Loma Linda, Ca. 92354

Date: August 25, 2006

Dear Chief Norris,

Contract # 3CA65148 between the California Department of Forestry and Fire Protection and the City of Loma Linda provides for the protection of 1582 acres of wildlands within the City of Loma Linda. Annual amendments are required to reflect any changes in CDF's costs for providing this service. The cost for Fiscal Year 06/07 is now \$13.22 per acre. The total cost is \$22817.21 including an administrative fee of 9.10%. Enclosed for your review is a copy of Exhibit E, Schedule A, the Fire Protection Reimbursement Agreement, and 4 original copies of the Standard 213 form. Please sign and date the 4 original Standard 213 forms and return them to me at your earliest convenience, along with the certified complete Board Minutes authorizing the agreement.

If you have any concerns regarding this matter please feel free to contact me at (909) 881-6900.

Cordially,

A handwritten signature in black ink, appearing to read "Darren M. Feldman".

Darren M. Feldman  
Battalion Chief  
Administrative Officer

**WILDLAND AGREEMENT OPERATING PLAN**  
**FOR**  
**CALIFORNIA DEPARTMENT OF FORESTRY AND**  
**FIRE PROTECTION, SAN BERNARDINO UNIT**  
**AND**  
**CITY OF LOMA LINDA FIRE DEPARTMENT**

**1. WHO**

This operating plan is between the California Department of Forestry and Fire Protection (CDF), San Bernardino Unit (BDU), and the City of Loma Linda Fire Department (LOM). It has been developed to specifically discuss the contractual agreement with the BDU and LOM for watershed fire protection within established and agreed upon boundaries found in the agreement.

**2. AUTHORITY**

Authority for this operating plan is found in the AGREEMENT by both authorizing agencies, the BDU and LOM for Wildland Fire Protection dated July 1, 2006 hereafter referred to as AGREEMENT.

**3. PURPOSE**

The purpose of this operating plan will be to provide designated officers of both agencies a means for executing the AGREEMENT and the operating plan is included as Exhibit B to that AGREEMENT.

**4. DEFINITIONS AND RESTRICTIONS**

See AGREEMENT for definitions and descriptions of general terms.

This operating plan does not allow either agency to operate outside the limitations stated in the AGREEMENT or existing automatic mutual aid agreements.

## 5. PROCEDURES

- A. Fire Reporting/Reports – when LOM receives a report of a wildfire within the area covered by the AGREEMENT, it will promptly notify the BDU Emergency Command Center (ECC). Each agency will process their appropriate reports and make the information available to the other within 60 days of the request.
- B. Incident Management – The Incident Command System (ICS) will be utilized to manage wildfires within the AGREEMENT area. A unified command structure will be implemented with a CDF representative and a LOM representative, and they will jointly identify the unified ordering point (UOP).
- C. AGREEMENT Area Fires – Each agency will maintain a pre-planned response for fires within the AGREEMENT area. Immediate cooperation between agency dispatch/command centers will occur to insure commonality in resource utilization, and that closest available resources are utilized. State resources will be ordered consistent with the terms of the AGREEMENT through the BDU ECC. Any State augmentation to the pre-planned State response must be authorized by a designated CDF officer, normally the BDU Duty Chief or their designee. Augmentation of resources above pre-planned levels will be evaluated during the post incident audit processes to determine justification on a cost efficiency basis. Local Government and private resources (CWN) may be ordered by LOM pursuant to the Master Mutual Aid Agreement, in conjunction with the UOP.
- D. Mutual Aid – for the purpose of this AGREEMENT all initial attack (IA) resources will be considered mutual aid.
- E. Initial Attack – IA resources will always be based upon the “closest force concept” as identified in the pre-planned IA response areas.
- F. Move –Up and Cover – station coverage will be exchanged between both agencies when appropriate. Normally covering agencies should be replaced with specific agency resources as soon as possible to prevent long term coverage issues.
- G. Fire Information – nothing in the operation of a Joint Public Information Center would preclude following agency internal information policy or procedure.

### Unified Command Fires:

- 1. In the event of a unified command incident, representatives of both agencies will meet as needed to discuss procedures and locations of potential information centers. Both agencies will strive to assign qualified and certified personnel in the field of public information for use during emergencies.

2. The unified command will determine which agency will provide the lead information officer, but normally it would be the agency with the greatest commitment of resources.

H. Parties to this AGREEMENT (Chief Officer level) may order resources directly from the Unified Ordering Point, once the UOP has been identified and established. These resources may include; engines, fire crews, bulldozers, and aircraft within the provisions of the AGREEMENT and in conjunction with the closest available resource concept.

## 6. GENERAL PROCEDURES

Each agencies representative and ECC will meet annually to discuss, review, and update boundary fire dispatching, AGREEMENT area dispatching, fire reporting Procedures, and exchange information which could affect the other agency.

Periodic monitoring and evaluation of this Operating Plan will provide for orderly and timely amendment and revision of the plan. The monitoring will determine if:

1. Objectives are being met
2. Operating Plan direction is being adhered to
3. Operating Plan is achieving desired results

This operating plan has been approved and authorized as Exhibit B to be attached to the Wildland Fire Protection for Local Responsibility Areas AGREEMENT between the San Bernardino Unit and the City of Loma Linda Fire Department.

For State:

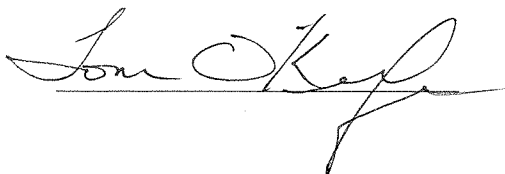
CDF – San Bernardino Unit  
3800 North Sierra Way  
San Bernardino, Ca. 92405  
(909) 881-6900

For Local Agency:

Loma Linda City Fire  
25541 Barton Rd.  
Loma Linda, Ca. 92354  
(909) 799-2850

Unit Chief: Tom O'Keefe

Fire Chief: Mike Norris



# CDF SAN BERNARDINO UNIT CITY OF LOMA LINDA FIRE DEPARTMENT WILDLAND FIRE RESPONSE

## RESPONSE LEVEL

<u>State Resources:</u>	<u>High</u>	<u>Medium</u>	<u>Low</u>
Engines	5	4	2
Dozers	1	1	-
Crews	2	1	-
Helicopter	1	1	-
Air Tanker	2	-	-
Battalion Chief	1	1	1

**Resource proximity:** (based upon closest available resource concept which may be from an adjoining CDF Unit for specific incident needs)

### Engines:

Yucaipa (2)  
Highland (1)  
Devore (1)  
Chino Hills (1)

### Fire Crews:

Prado Camp

### Bulldozers:

San Bernardino

### Helicopter:

Prado

### Fixed Wing:

San Bernardino

**EXHIBIT A****COOPERATIVE FIRE PROGRAMS  
AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY**

1. The project representatives during the term of this agreement will be:

Department of Forestry and Fire Protection Unit Chief:	Local Agency:
Name: Tom O'Keefe	Name: City of Loma Linda
Phone: (909) 881-6900	Phone: (909) 799-4404
Fax: (909) 881-6969	Fax: (909) 799-2891

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

Department of Forestry and Fire Protection Unit Chief:	Local Agency:
Section/Unit: San Bernardino	Section/Unit: City of Loma Linda
Attention: Tom O'Keefe	Attention: Henry Reed
Address: 3800 N. Sierra Way San Bernardino, CA 92405	Address: 25541 Barton Road, Loma Linda, CA 92354
Phone: (909) 881-6900	Phone: (909) 799-4404
Fax: (909) 881-6969	Fax: (909) 799-2891

Send an additional copy of all correspondence to:

<b>Department of Forestry and Fire Protection</b>
<b>Cooperative Fire Services</b>
<b>P.O. Box 944246</b>
<b>Sacramento, CA 94244-2460</b>

**2. AUTHORIZATION**

This agreement is entered into this   1   day of  July , 2006, by and between the State of California, hereinafter called STATE and  City of Loma Linda , County of San Bernardino       , State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection. Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

**3. SCOPE OF WORK**

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising  1582  acres of land as indicated on the map attached hereto and marked Exhibit E, Attachment 1, and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.



**4. SERVICES BY STATE**

- A. STATE shall provide wildland fire protection for the areas defined in the above section.
- B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.
- C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

**5. ADMINISTRATION**

- A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this agreement to other areas of the state when needed at the sole discretion of STATE.
- B. STATE response will be subject to availability of resources.
- C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.
- D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

**6. MUTUAL AID**

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

**7. ENTIRE AGREEMENT**

This agreement contains the whole agreement between the parties. It cancels and supersedes any previous agreement for the same or similar services.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

Invoicing and Payment:

- A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of \$ 13.22 per acre, plus an 9.10% administrative charge for a total of \$22,817.21 upon presentation of an invoice by STATE. The rate per acre and administrative fee will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This agreement shall be amended each fiscal year to reflect new rates.
- B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be charged for each subsequent fiscal year during the term of this agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

1. **Cancellation**

Failure of either party to meet any of the terms and conditions of this agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon receipt of written notice of cancellation.

2. **Audit**

If the agreement is over \$10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the agreement. Examination and audit shall be confined to those matters connected with performance of the agreement including, but not limited to, cost of administering the agreement. The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding.

3. **Operating Plan**

Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached hereto as "Exhibit E, Attachment 4". If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. **Extension of Agreement**

Unless there is written notice of intention not to renew this Agreement STATE shall extend this agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new agreement been entered into.

5. **Modification**

This agreement may be amended at any time by written mutual consent of the parties hereto.

6. **Indemnification**

To the extent that the Constitution and the laws of the State of California permit, STATE and LOCAL AGENCY agree to indemnify and to hold each other harmless against and from any and all liability for claims on account of property damage, personal injuries, or death resulting from the negligent acts of the other party, its officers, employees, agents, and subcontractors in connection with the performance of this Agreement.

**EXHIBIT E**  
**ADDITIONAL PROVISIONS**

**ATTACHMENTS**

- ☒ 1) Budget Plan
  - ☒ 2) Topographic Map
  - ☒ 3) Narrative/Operating Plan
  - ☐ 4) Annual Report
- 

The additional documentation listed below is required by CDF.

- 1) CDF Review Certification Form (signatures)
- 2) Routing Checklist
- 3) Local Agency's Governing Board Resolution or Minutes (provide 2 copies)
- 4) Budget Plan (provide 4 extra copies)

## EXHIBIT E, SCHEDULE A

### FISCAL DISPLAY PRC 4142

NAME OF LOCAL AGENCY City of Loma Linda

Index 3500

PCA 39001

This is Attachment A of Cooperative Agreement originally dated July 1, 2006\_\_, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

X Original

\_\_\_\_ Amendment for Fiscal Year 2006\_\_

Number of Acres	1582
Agreement Rate per Acre	\$ 9.92
General Fund Revenue per Acre	\$ 3.30
Ranger Unit Budget per Acre	\$13.22
Administrative Charge	9.10%

GENERAL FUND REVENUE	1582 Acres	\$3.30 Revenue per Acre	\$ 5,220.60
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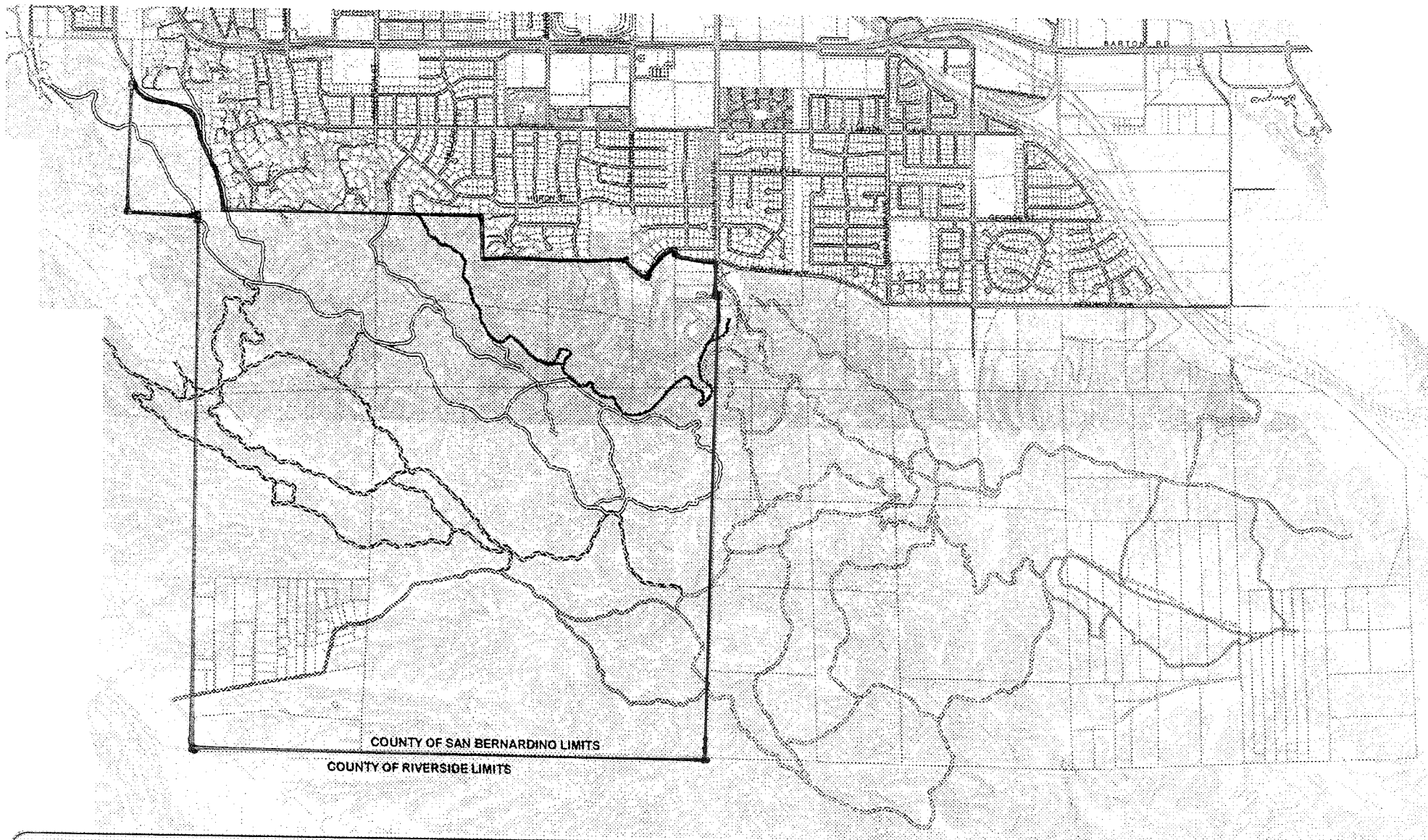
RANGER UNIT BUDGET	1582 Acres	\$9.92 Budget per Acre	\$15,693.44
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#### GENERAL/RANGER UNIT FUND REVENUE

Subtotal	\$ 20,914.04
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Administrative Charge – 9.10%	\$ 1,903.17
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Grand Total	\$ 22,817.21
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**Legend**

PARCELS

**BACKBONE TRAILS**

**TrailHead**

T1

T2

T3

T4

T5

T6

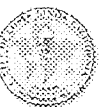
UNKNOWN

CITY LIMITS

CITY SPHERE



City of Loma Linda  
South Hills



AGREEMENT NUMBER

3CA65148

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection

CONTRACTOR'S NAME

City of Loma Linda

2. The term of this Agreement is: July 1, 2006 through June 30, 2007

3. The maximum amount of this Agreement is: \$ 22,817.21  
Twenty Two Thousand Eight Hundred Seventeen Dollars and Twenty One Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 pages

Exhibit B – Budget Detail and Payment Provisions 2 pages

Exhibit C\* – General Terms and Conditions GTC 306  
Effective 3/23/06

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

1 pages



Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions

\_1\_ pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Loma Linda

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Ken McLean, Deputy Director, Chief of Fire Protection

ADDRESS

1416 Ninth Street, Sacramento, CA 94244-2460

**California Department of General  
Services Use Only**

☐ Exempt per:



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